



Order under Section 69, 88.1 and 89 of the Residential Tenancies Act, 2006

Citation: Voros v Brown, 2026 ONLTB 5297

Date: January 16, 2026

File Number: LTB-L-073129-25

In the matter of: 73 BOWBEER RD
OAKVILLE, ON L6H0Y5

Between: Joseph Andrew Voros Landlord

and

Ashley Brown Tenant

HEARING ORDER

Joseph Andrew Voros (the 'Landlord') applied in a N7-based L2 application seeking an order to terminate the tenancy and evict Ashley Brown (the 'Tenant') because the Landlord claimed the Tenant, someone living with her or visiting her, or someone she permitted in the residential complex:

- wilfully caused undue damage to the premises; and
- substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord in a building that has three or fewer residential units and the Landlord resides in the building.

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date provided in the N7 Notice. The Landlord also claimed reasonable out-of-pocket expenses incurred or to be incurred, to repair or replace undue damage wilfully caused by the Tenant. The Landlord also claimed reasonable out-of-pocket expenses that are the result of the Tenant's conduct, which substantially interfered with the Landlord's reasonable enjoyment of the residential complex or another lawful right, privilege or interest.

This application was heard by videoconference on December 16, 2025. Only the Landlord attended the hearing. As of 10:05am (the hearing was scheduled to start at 9am), the Tenant was not present or represented although properly served with notice of the hearing by the LTB by mail on November 14, 2025. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Determinations:

1. The Landlord advised the Tenant vacated the rental unit on October 11, 2025. Eviction was no longer sought in this application. Only the monetary damage claims were requested.
2. I raised as a preliminary issue the fact that there were not enough details in the L2 application about the alleged damages. The application contained only general references to damage on walls or of the carpet. These descriptions were not detailed enough for the Tenant to understand the case to meet, whether to make a defence, or whether she should just pay the requested amounts.
3. The Landlord advised he has video tape evidence of the damage, which was uploaded for the hearing. Unfortunately, having evidence and disclosure for a hearing does not correct the deficiency in the L2 application, which must contain enough details from the outset about the claims being made.
4. The Landlord is not prejudiced because he has up to 1 year from the date of vacate to bring a new application for damages against the Tenant in another form (L10).
5. I was unable to adjudicate the damage claim because it would be procedurally unfair to the Tenant to proceed on a L2 application that did not contain adequate details about the damage claims.

It is ordered that:

6. The application is dismissed.

January 16, 2026
Date Issued

Michelle Tan
Vice Chair, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.